

1. Acceptance of Terms.

a. By (i) using this web site or any other web sites (each, a "Site") or other online service of Everede its affiliates and agents ("Everede") with links to these Terms of Use (the "General Terms") (collectively, the "Services") in any way, including using, transmitting, downloading or uploading any Materials made available or enabled via the Services by Everede or, you, or other users of the Service ("Users"), or (ii) merely browsing the Services, you agree that you have read, understand and agree to these General Terms and the Everede Online Privacy Policy b. You may not use the Services if you are prohibited by Law (as defined below in Section 2(d)) from receiving or using the Services. Also, unless expressly stated in the Additional Terms for any given Service, you may not use the Services unless you are fully able and competent to enter into the conditions, obligations, representations and other terms of these General Terms and are either of legal age to form a binding contract with Everede, possess legal parental or guardian consent or are an emancipated minor. **In particular, unless expressly stated in the Additional Terms for any given Service, you affirm that you are over the age of 13 and acknowledge that these Services were not intended for children under 13.**

c. Everede makes certain Services and Materials available only if you have paid a fee or have provided Everede certain Registration Information (as such term is defined in the Everede Online Privacy Policy) and/or created an Everede ID and password or other log-in ID and password (collectively, "Account Information"). Some Services may also be subject to a subscription or other agreement, posted guidelines, rules, or terms of service ("Additional Terms"). If there is any conflict between the General Terms and the Additional Terms, the Additional Terms take precedence in relation to that Service. The General Terms and any applicable Additional Terms and all other documents incorporated by reference in these General Terms are referred to herein as the "Terms".

d. Everede may change the Terms from time to time at its sole discretion, including by imposing a charge for access to or use of a Service. Everede may require you to provide consent to the updated Terms in a specified manner before further use of the Services is permitted. Otherwise, your continued use of any affected Service constitutes your acceptance of the changes. **Your use of the Services is subject to the most current version of the Terms posted on or through the affected Service at the time of such use. Please regularly check www.Everede.net to view the then-current General Terms and Addition Terms.**

e. Services and Materials provided by third parties are governed by separate agreements accompanying such Services and Materials.

2. Use of Services and Materials.

a. You agree to adhere to all limitations on dissemination, use and reproduction of any Materials that you download or access from the Services.

b. Unless expressly agreed to by Everede in writing elsewhere, Everede has no obligation to store any Materials that you upload, post, email, transmit or otherwise make available through your use of the Services ("Your Content"). "User Content" means any Materials uploaded by you or the other users of the Services. Everede has no responsibility or liability for the deletion or accuracy of any Materials, including Your Content, the failure to store, transmit or receive transmission of Materials, or the security, privacy, storage or transmission of other communications originating with or involving use of the Services. Certain Services may enable you to specify the level at which such Services restrict access to Your Content. You are solely responsible for applying the appropriate level of access to Your Content. If you do not choose, the system may default to its most permissive setting. You agree that Everede retains the right to create reasonable limits on the use of the Materials, including Your Content, such as limits on file size, storage space, processing capacity, and similar limits described in the web pages accompanying the Services and as otherwise determined by Everede in its sole discretion.

c. You agree to use the Services and the Materials only for purposes that are permitted by the Terms and any applicable law, regulation, or generally accepted practices or guidelines in any applicable jurisdiction (including any laws regarding the export of data or software to and from the United States or other applicable countries) ("Law").

d. You agree not to access or attempt to access the Services by any means other than the interface provided by Everede or circumvent any access or use restrictions put into place to prevent certain uses of the Services.

3. Ownership.

a. The Services and Everede Materials, and their selection and arrangement, are protected by copyright, trademark, trade dress, patent, trade secret, unfair competition, and other intellectual and proprietary rights (the "Intellectual Property

Rights”). Except as expressly provided in the Terms, Everede and its suppliers do not grant any express or implied rights to use the Services and Materials.

b. The trademarks, logos and service marks displayed on the Services (the “**Marks**”) are the property of Everede or third parties. You are not permitted to use the Marks without the prior consent of Everede or the third party that may own the Marks. Everede and the Everede logo are trademarks of Everede Tool Company.

4. Use of Software.

a. Any Software that is made available via the Services is the property of Everede and its suppliers. If the Software made available via the Services is accompanied by license terms, then use of such Software is governed by the terms of such license agreement that accompanies or is included with the Software, or by the license agreement expressly stated on the hyperlinks referenced in the Software. Other license terms may only be posted with the Software downloads or at the web page where the Software can be accessed. You shall not use, download or install any Software that is accompanied by or includes a license agreement unless you agree to the terms of such license agreement. Unless the accompanying license agreement expressly allows otherwise, any copying or redistribution of the Software is prohibited, including any copying or redistribution of the Software to any other server or location, redistribution or use on a service bureau basis. If there is any conflict between these Terms and the license agreement provided with such Software, the license agreement shall take precedence in relation to that Software; except only that if the Software is a pre-release version, then, notwithstanding anything to the contrary included within an accompanying license agreement, you are not permitted to use or otherwise rely on the Software for any commercial or production purposes.

b. If no license agreement accompanies the Software, use of the Software will be governed by the terms of this Section 4(b). Everede grants you a personal, worldwide, freely revocable, limited, non-transferable, non-sublicensable, royalty-free, non-assignable, nonexclusive license to use the Software in the manner permitted by the Terms. You agree that you will not decompile, reverse engineer or otherwise attempt to discover the source code of the Software. Notwithstanding the foregoing, decompiling the Software is permitted to the extent the laws of the jurisdiction where you are located give you the right to do so to obtain information necessary to render the Software interoperable with other software, provided, however, that you must first request the information from Everede and Everede may, in its discretion, either provide such information to you or impose reasonable conditions, including reasonable fees, on use of the Software to ensure that Everede’s Intellectual Property Rights in the Software are protected. You may not assign (or grant a sublicense of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software. For clarity, your use of the Software is also subject to the disclaimers and limitations in Section 14, below and your compliance with the export control provisions of Section 18.

c. The Software may automatically download and install updates from Everede from time to time. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new Software modules and completely new versions. You agree to receive such updates (and permit Everede to deliver these to you with or without your knowledge) as part of your use of the Services.

5. Use of Everede Materials, User Content and Shared Group Content.

a. Except as expressly indicated to the contrary in any applicable Additional Terms, Everede hereby grants you a nonexclusive, freely revocable (upon notice from Everede), nontransferable, license to view, download and print Everede Materials, subject to the following conditions:

i. You may access and use the Everede Materials solely for personal, informational, non-commercial and internal purposes, in accordance with the Terms;

ii. You may not modify or alter the Everede Materials;

iii. You may not distribute or sell, rent, lease, license or otherwise make the Everede Materials available to others; and

iv. You may not remove any text, copyright or other proprietary notices contained in the Everede Materials.

b. Some Services involve collaboration and file-sharing services among other users or a specific group in conjunction with such collaboration and file-sharing. The User Content that you or other Users share with other Users through the Services shall be referred to as “**Shared Group Content**”. While some Services offer functionality to limit another User’s use of your Shared Group Content, such limitations are not guaranteed and it is your sole responsibility to determine what limitations, if any, are placed on Shared Group Content that you distribute. You agree that Everede has no liability of any kind should other Users use, modify, destroy, corrupt, copy or distribute your Shared Group Content in violation of the limitations that you may impose on its use. Further, it is your sole responsibility to determine what limitations are placed on your use of another User’s Shared Group Content, including by looking at a given Service’s functionality and Additional Terms along with any additional restrictions placed by such User on your use of their Shared Group Content

d. Software is subject to the additional provisions governing Software set forth herein.

e. The rights granted to you in Everede Materials as specified above are not applicable to the design, layout or look and feel of the of any Services. Such elements of the Services are protected by Intellectual Property Rights and may not be copied or imitated in whole or in part. No Everede Materials may be copied or retransmitted unless expressly permitted by Everede.

6. User Conduct.

a. You agree that you, not Everede, are entirely responsible for all of Your Content that you distribute, perform, display, upload, post, email, transmit or otherwise make available on or through the Services (“**Make Available**”), whether publicly posted or privately transmitted. You assume all risks associated with use of Your Content, including any reliance on its accuracy, completeness or usefulness.

b. You represent and warrant that: (i) you own the Intellectual Property Rights, or have obtained all necessary license(s) and permission(s), to use Your Content in keeping with your use in connection with the Services or as otherwise permitted by the Terms; (ii) you have the rights necessary to grant the license and sublicenses described in the Terms; and (iii) you have received consent from any and all persons depicted in Your Content to use Your Content as set forth in the Terms, including distribution, public display, public performance and reproduction of Your Content.

c. You acknowledge and agree that by accessing or using the Services or Materials, you may be exposed to Materials (including Shared Group Content) from others that you may consider offensive, indecent or otherwise objectionable and hereby do waive any legal or equitable rights or remedies you have or may have against Everede with respect thereto, and agree to indemnify and hold Everede, its affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

d. You agree not to use, or to encourage or permit others to use, the Services to: i. Make Available any Material that is unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, obscene, child-pornographic, lewd, profane, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable;

ii. Stalk, intimidate and/or harass another;

iii. Incite others to commit violence;

iv. Harm minors in any way;

v. Make Available any Material that you do not have a right to Make Available under any Law or contractual or fiduciary relationship;

vi. Make Available any Material that infringes any Intellectual Property Right or other proprietary right of any party;

vii. Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

viii. Forge headers or otherwise manipulate identifiers to disguise the origin of any of Materials posted on or transmitted through the Services;

ix. Use the Services or Materials such that it will mislead a User into believing that they are interacting directly with Everede or any Service;

x. Engage in any chain letters, contests, junk email, pyramid schemes, spamming, surveys or other duplicative or unsolicited messages (commercial or otherwise);

xi. Use any Everede domain name as a pseudonymous return email address;

xii. Make Available any Material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment;

xiii. Access or use the Services in any manner that could damage, disable, overburden or impair any Everede server or the networks connected to any Everede server;

xiv. Intentionally or unintentionally interfere with or disrupt the Services or violate any applicable Laws related to the access to or use of the Services, violate any requirements, procedures, policies or regulations of networks connected to the Services, or engage in any activity prohibited by the Terms;

xv. Disrupt or interfere with the security of, or otherwise cause harm to, the Services, Materials, systems resources, accounts, passwords, servers or networks connected to or accessible through the Services or any affiliated or linked sites;

xvi. Disrupt, interfere with, or inhibit any other User from using and enjoying the Services or Materials, or other affiliated or linked sites, Services or Materials;

xvii. Access or attempt to access any Material that you are not authorized to access or through any means not intentionally made available through the Services;

xviii. Market any goods or services for any business purposes (including advertising and making offers to buy or sell goods or services), unless specifically allowed to do so by Everede;

xix. Reproduce, sell, trade, resell or exploit for any commercial purpose, any portion of the Services or any Materials, use of any Service or Materials, or access to any Service or Materials; or

xx. Use any data mining, robots, or similar data gathering and extraction methods in connection with the Services or Materials.

xxi. Collect or store data about other users in connection with the prohibited conduct and activities set forth in this Section 6(d).

7. Investigations.

a. Everede, in its sole discretion, may (but has no obligation to) monitor or review the Services and Materials at any time. Without limiting the foregoing, Everede shall have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if it violates the Terms or any Law.

b. Although Everede does not generally monitor User activity occurring in connection with the Services or Materials, if Everede becomes aware of any possible violations by you of any provision of the Terms, Everede reserves the right to investigate such violations, and Everede may, at its sole discretion, immediately terminate your rights hereunder, including your right to use the Services, or Materials or change, alter or remove Your Content or Account Information, in whole or in part, without prior notice to you. If, as a result of such investigation, Everede believes that criminal activity has occurred, Everede reserves the right to refer the matter to, and to cooperate with, any and all applicable law enforcement authorities. Except to the extent prohibited by applicable Law, Everede is entitled to retain and/or disclose any information or Materials, including Your Content or Account Information (or elements thereof), in Everede's possession in connection with your use of the Services to (i) comply with applicable Law, legal process or governmental request; (ii) enforce the Terms; (iii) respond to any claims that Your Content violates the Terms or rights of third parties; (iv) respond to your requests for customer services; or (v) protect the rights, property or personal safety of Everede, its Users or third parties, including the public at large, as Everede in its sole discretion believes to be necessary or appropriate.

8. Use of Your Content.

A note in common terms: *We realize that this section might look a bit scary and so we want to point out a few things. This section only applies to those portions of our sites, such as User Forums, where we intend for users to share content freely with Everede and with each other. It does not apply to all of the content that you share, contribute or post to our sites. For example, it does not apply to content hosted by CS Live online services, Photoshop.com or Acrobat.com. For services like those, we will provide customized license grants that are consistent with the spirit and intent of those services and that are appropriate for the kinds of content we expect you to share within them. (We say this more formally below.) So we encourage you to be selective when deciding which content to contribute under this license and we want you to be sure that you are comfortable granting the rights in this section when it comes to that content.*

a. Everede does not claim ownership of Your Content. However, **except as provided in Section 8(b)**, you grant Everede a worldwide (because the Internet is global), royalty-free, nonexclusive, transferable, perpetual, irrevocable, and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display Your Content (in whole or in part) and to incorporate Your Content into other Materials or works in any format or medium now known or later developed.

b. The terms of Section 8(a) shall not apply to Your Content:

i. When specifically agreed that Section 8(a) shall not apply in any Additional Terms that may accompany certain Services (such as those provided with CS Live online services, Photoshop.com and Acrobat.com); or

ii. When Your Content is Made Available through Services that are intended for private communication or which allow you to limit public access or use to Your Content and you do in fact limit public access or use.

In the case of Your Content covered by Section 8(b)(i), you grant Everede only those rights set forth in such Additional Terms.

In the case of Your Content covered by Section 8(b)(ii), you grant Everede a worldwide (because the Internet is global), royalty-free, nonexclusive, transferable, and fully sublicensable license to use, distribute, reproduce, modify, publish and translate Your Content solely for the purpose of enabling your use of the Service. You may revoke this license and terminate Everede's rights at any time by removing Your Content from the Service; provided that you agree that Everede may retain and use copies of Your Content for archival purposes and pursuant to Section 7 (Investigations), above.

9. Feedback.

You have no obligation to provide Everede with ideas, suggestions, documentations and/or proposals ("**Feedback**"). However, if you submit Feedback to Everede, while you retain ownership in such Feedback, you hereby grant Everede a nonexclusive, royalty-free, fully paid-up, perpetual, irrevocable, transferable, unlimited license under all of your Intellectual Property Rights to use and otherwise exploit your Feedback for any purpose throughout the universe. Further, by submitting Feedback, you represent and warrant that (i) your Feedback does not contain the confidential or proprietary information of you or of third parties; (ii) Everede is not under any obligation of confidentiality, express or implied, with respect to the Feedback; (iii) Everede may have something similar to the Feedback already under consideration or in development; and (iv) you are not entitled to any compensation or reimbursement of any kind from Everede for the Feedback under any circumstances.

10. Right to Derive Revenue/Advertisements.

Except for Your Content subject to Section 8(b) above, you agree that Everede may derive revenue and/or other remuneration from Your Content that you Make Available via the Services without payment to you. For example, Everede may display Everede and/or third party paid advertisements and/or other information adjacent to or included with the Services and adjacent to or in connection with Your Content, and you agree that you are not entitled to any compensation for any such advertisements. The manner, mode and extent of advertising or other revenue generating models pursued by Everede on or in conjunction with the Services and/or Your Content are subject to change without specific notice to you.

11. Links to Third Party Sites.

The Services and Materials may include links that will take you to other sites outside of the Services (“**Linked Sites**”). The Linked Sites are provided by Everede to you as a convenience and the inclusion of the links does not imply any endorsement by Everede of any Linked Site. Everede has no control of the Linked Sites and you agree that Everede is not responsible for the availability or contents of any Linked Site (including any advertising, products or other materials on or available from such Linked Site), any link contained in a Linked Site, or any changes or updates to a Linked Site.

12. Modifications to Services and Materials.

Everede may at any time and from time to time modify or discontinue, temporarily or permanently, the Services or Materials, or any portion thereof, with or without notice. You agree that Everede shall not be liable to you or any third party for any modification, suspension or discontinuance of the Services or Materials.

13. Termination.

- a. The Terms will continue to apply until terminated by either you or Everede as set forth below.
- b. If you want to terminate your agreement with Everede, you may do so by (i) notifying Everede at any time and (ii) closing your accounts for all of the Services or Materials that you use, where Everede has made this option available to you. Your notice should be sent, in writing, to Everede’s address set forth below.
- c. Everede may at any time terminate the Terms (or portion thereof, such as any individual Additional Terms) with you if:
 - i. You have breached any provision of the Terms (or have acted in a manner that clearly shows you do not intend to, or are unable to, comply with the Terms);
 - ii. Everede is required to do so by Law (for example, where the provision of the Services or Materials to you is, or becomes, unlawful);
 - iii. The provision of the Services to you by Everede is, in Everede’s opinion, no longer commercially viable;
 - iv. Everede has elected to discontinue the Services or Materials (or any part thereof); or
 - v. There has been an extended period of inactivity in your account.
- d. Everede may also terminate or suspend all or a portion of your account and/or access to the Services for any reason. Except as may be set forth in any Additional Terms applicable to a particular Service, termination of your account may include: (i) removal of access to all offerings within the Services; (ii) deletion of Your Content and Account Information, including your personal information, log-in ID and password, and all related information, files and Materials associated with or inside your account (or any part thereof); and (iii) barring of further use of the Services.
- e. You agree that all terminations for cause shall be made in Everede’s sole discretion and that Everede shall not be liable to you or any third party for any termination of your account (and accompanying deletion of your Account Information), or access to the Services and Materials, including Your Content.
- f. Upon expiration or termination of the Terms, you shall promptly discontinue use of the Services and Materials. However, any perpetual licenses you have granted, any of your indemnification obligations hereunder, any of Everede’s disclaimers or limitations of damages of liabilities hereunder and Sections 2, 3, 6(b-d), 7, 9-13, 14, 16, 19, 20 and 21 will survive any termination or expiration of the Terms.

14. DISCLAIMER OF WARRANTIES.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- a. THE SITE, SERVICES AND MATERIALS ARE PROVIDED BY EVEREDE “AS IS,” WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, EVEREDE MAKES NO WARRANTY THAT (I) THE SITE, SERVICES OR MATERIALS WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE; (III) THE QUALITY OF THE SITE, SERVICES OR MATERIALS WILL MEET YOUR EXPECTATIONS; OR THAT (IV) ANY ERRORS OR DEFECTS IN THE SITE, SERVICES OR MATERIALS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM EVEREDE OR THROUGH OR FROM USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY

STATED IN THE TERMS.

- b.** EVEREDE SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO ANY ACTIONS RESULTING FROM YOUR USE OF OR PARTICIPATION IN ANY SERVICES AND YOUR USE OF MATERIALS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. EVEREDE ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUS OR SIMILAR CODE THAT IS DOWNLOADED TO YOUR COMPUTER FROM ANY OF THE SERVICES.
- c.** EVEREDE DOES NOT CONTROL, ENDORSE OR ACCEPT RESPONSIBILITY FOR ANY MATERIALS OR SERVICES OFFERED BY THIRD PARTIES ACCESSIBLE THROUGH LINKED SITES. EVEREDE MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER ABOUT, AND SHALL NOT BE LIABLE FOR, ANY SUCH THIRD PARTIES, THEIR MATERIALS OR SERVICES. ANY DEALINGS THAT YOU MAY HAVE WITH SUCH THIRD PARTIES ARE AT YOUR OWN RISK.
- d.** MANAGERS, HOSTS, PARTICIPANTS, MODERATORS AND OTHER THIRD PARTIES ARE NOT AUTHORIZED EVEREDE SPOKESPERSONS, AND THEIR VIEWS DO NOT NECESSARILY REFLECT THOSE OF EVEREDE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEREDE WILL HAVE NO LIABILITY RELATED TO USER CONTENT ARISING UNDER INTELLECTUAL PROPERTY RIGHTS, LIBEL, PRIVACY, PUBLICITY, OBSCENITY OR OTHER LAWS. EVEREDE ALSO DISCLAIMS ALL LIABILITY WITH RESPECT TO THE MISUSE, LOSS, MODIFICATION OR UNAVAILABILITY OF ANY USER CONTENT.
- e.** EVEREDE WILL NOT BE LIABLE FOR ANY LOSS THAT YOU MAY INCUR AS A RESULT OF SOMEONE ELSE USING YOUR PASSWORD OR ACCOUNT OR ACCOUNT INFORMATION IN CONNECTION WITH THE SITE OR ANY SERVICES OR MATERIALS, EITHER WITH OR WITHOUT YOUR KNOWLEDGE.
- f.** SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

15. International Users.

- a.** The Services can be accessed from countries around the world and may contain references to Services and Materials that are not available in your country. These references do not imply that Everede intends to announce such Services or Materials in your country.
- b.** These Services are controlled, operated and administered by Everede Systems Incorporated from its offices in the United States of America. Everede makes no representation that the Services or Materials are appropriate or available for use at other locations outside the United States, and access to the Services from jurisdictions where the Services or Materials are illegal is prohibited. Everede reserves the right to block access to the Services or Materials by certain international users. If you access the Services from a location outside the United States, you are responsible for compliance with all local Laws.

16. Limitation of Liability.

- a.** IN NO EVENT SHALL EVEREDE, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT FORESEEABLE OR IF EVEREDE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR ACCESS TO THE SITE, SERVICES OR MATERIALS. NOTHING IN THE TERMS SHALL LIMIT OR EXCLUDE EVEREDE'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF EVEREDE OR ITS EMPLOYEES, OR FOR DEATH OR PERSONAL INJURY.
- b.** EVEREDE'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO ONE HUNDRED UNITED STATES DOLLARS (\$100) OR THE AGGREGATE AMOUNT PAID BY YOU FOR ACCESS TO THE SERVICE, WHICHEVER IS LARGER. THIS LIMITATION WILL APPLY EVEN IF EVEREDE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- c.** THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 16 APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. ACCORDINGLY, THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

17. Notification of Copyright Infringement.

- a.** Everede respects the Intellectual Property Rights of others and expects its users to do the same. Everede will respond to clear notices of copyright infringement consistent with the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA") and its response to such notices may include removing or disabling access to the

allegedly infringing content, terminating the accounts of repeat infringers, and/or making good-faith attempts to contact the user who posted the content at issue so that he may, where appropriate, make a counter-notification.

b. If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is hosted on the Services, on web sites linked to or from the Services, or in connection with the Services or Materials, please provide, pursuant to the DMCA, written notification via regular mail or via fax (not via e-mail or phone) of claimed copyright infringement to Everede's Copyright Agent (contact information below), which must contain all of the following elements:

- i. A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest that is alleged to have been infringed;
- ii. A description of the copyrighted work(s) that you claim have been infringed and identification of what content in such work(s) is claimed to be infringing and which you request to be removed or access to which is to be disabled;
- iii. A description of where the content that you claim is infringing is located on the Services;
- iv. Information sufficient to permit Everede to contact you, such as your physical address, telephone number and e-mail address;
- v. A statement by you that you have a good faith belief that the use of the content identified in your notice in the manner complained of is not authorized by the copyright owner, its agent or the law; and
- vi. A statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Before you file such a notification, please carefully consider whether or not the use of copyrighted material at issue is protected by the "fair use" doctrine, as you could be liable for costs and attorneys' fees should you file a takedown notice where there is no infringing use. If you are unsure whether a use of your copyrighted material constitutes infringement, please contact an attorney. In addition, you may wish to consult publicly available reference materials such as those found at www.chillingeffects.org.

c. If you believe access to your content was disabled or removed by Everede as a result of an improper copyright infringement notice, please provide, pursuant to the DMCA, written notification via regular mail or via fax (not via e-mail or phone) to Everede's Copyright Agent (contact information below), which must contain all of the following elements:

- i. A physical or electronic signature of the subscriber;
- ii. Identification of the material that was removed from the Services and the location of the Service on which the material appeared before it was removed;
- iii. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- iv. Information sufficient to permit Everede to contact you, such as your physical address, telephone number and e-mail address; and
- v. A statement that you consent to jurisdiction of the Federal District court for the district where you reside (or of Santa Clara County, California if you reside outside of the United States) and that you will accept service of process from the person who provided notification under DMCA subsection (c)(1)(C) or an agent of such person.

Before you file such a counter-notification, please carefully consider whether or not the use of the copyrighted material at issue is infringing, as you could be liable for costs and attorneys' fees in the event that a court determines your counter-notification misrepresented that the material was removed by mistake. If you are unsure whether use of the material at issue constitutes infringement, please contact an attorney. In addition, you may wish to consult publicly available reference materials such as those found at www.chillingeffects.org.

d. Everede's Copyright Agent for notice of claims of copyright infringement can be reached as follows:

By mail:

Copyright Agent
Everede Tool Company
5296 N Northwest Highway
Chicago, IL 60630
By fax: (773) 467-4210
By email: rinehart@everede.net
By telephone: (773) 467-4200

The Copyright Agent will not remove content from the Services in response to phone or email notifications regarding allegedly infringing content, since a valid DMCA notice must be signed, under penalty of perjury, by the copyright owner or by a person authorized to act on his or her behalf. Please submit such notifications by fax or ordinary mail only and as further described by this Section. The Copyright Agent should be contacted only if you believe that your work has been used or copied in a way that constitutes copyright infringement and that such infringement is occurring on the Services or on sites linked to or from the Services, or in connection with the Services or Materials. All other inquiries directed to the Copyright Agent will not be responded to. Such inquiries should be made through the feedback procedure referenced in Section 9 or the report abuse procedure referenced in Section 21(h).

18. Export Control Laws.

You acknowledge and agree that products, services or technology provided by Everede are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Everede products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

19. Indemnity and Liability.

You agree to indemnify and hold Everede and its subsidiaries, affiliates, officers, agents, employees, co-branders or other partners, and licensors harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of Your Content, your use of the Services or Materials, your connection to the Services or Materials, the actions of any member of your group, your access to or use of Linked Sites and your connections therewith, any claim that Your Content caused damage to a third party, any dealings between you and any third parties advertising or promoting via the Services or Materials, your violation of the Terms, or your violation of any rights of another, including any Intellectual Property Rights.

20. Resolution of Disputes.

a. All matters relating to your access to, or use of, the Services or Materials shall be governed by the Laws of the State of Illinois, United States of America without regard to conflict of laws principles thereof. You agree that any claim or dispute you may have against Everede must be resolved by a court located in Cook County, Illinois, United States of America except as otherwise agreed by the parties, or as set forth in section (b) below. You agree to submit to the personal jurisdiction of the courts located in Cook County, Illinois, United States of America for the purpose of litigating such claims or disputes. The parties specifically disclaim the U.N. Convention on Contracts for the International Sale of Goods.

b. For any claim (excluding claims for injunctive or other equitable relief) for less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, it shall initiate such arbitration through an established alternative dispute resolution (“ADR”) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (i) the arbitration shall be conducted by telephone, online, and/or be based solely on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (ii) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (iii) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

c. All claims you bring against Everede must be resolved in accordance with this section. All claims filed or brought contrary to this section shall be considered improperly filed. Should you file a claim contrary to this section, Everede may recover attorneys' fees and costs up to U.S. \$1,000, provided that Everede has notified you in writing of the improperly filed claim and you have failed to properly withdraw the claim.

d. Notwithstanding the foregoing, in the event of your or others' unauthorized access to or use of the Services or Materials in violation of the Terms you agree that Everede shall be entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

21. General.

a. Any notice provided to Everede pursuant to the Terms should be sent to 5296 N Northwest Highway, Chicago, IL 60630

b. It is the express wish of the parties that the Terms, any Additional Terms and all related documents have been drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

c. Everede may provide you with notices, including those regarding changes to the Terms, by email, regular mail, text message, postings on or within the Services, or other reasonable means now known or hereafter developed.

d. The Terms constitute the entire agreement between Everede and you with respect to your access to or use of the Services and Materials and supersede any prior agreements between you and Everede on such subject matter.

e. You may not assign or otherwise transfer the Terms, or any right granted hereunder, without Everede's written consent. Everede's rights under the Terms are freely transferable by Everede.

f. If for any reason a court of competent jurisdiction finds any provision of the Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.

- g.** Any failure by Everede to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver of that provision or right.
- h.** Please report any violations of the Terms via the report abuse mechanism offered in conjunction with the specific Service in which the alleged violation occurs.